

# An ACCOUNT of the late odious Conspiracy against the Reputation of Sir Humphrey Edwin, Kt. by a malicious Indictment of Perjury.

Together with his CASE, and a short Account of the TRIAL thereupon, before the Right Honourable Sir JOHN HOLT Kt. Lord Chief Justice of England; At Westminster the 13th of February, 1691.

**T**HIS Narrative shall be the shorter, because 'tis now by divers Circumstances become manifest, That there was a malicious Design against the odious Scandal of Perjury upon Sir Humphrey Edwin, hoping thereby to render him incapable of serving in Parliament for the Borough of Chippingham in Wiltshire, for which his Petition was depending, and also unfit for the Office of Alderman of the City of London; Sir John Firebrass having obtained an undue Return to Parliament, for the said Town of Chippingham, and actually sitting thereupon in Parliament, and leaning to be ejected by the said Sir Humphrey, as afterwards he was: And several Persons in confidence of Success in the malicious Design, having solicited for the Election of the said Sir Basil to be Alderman of London in the room of the said Sir Humphrey.

The occasion taken for the malicious Prosecution, on pretence of Perjury, was from an Answer of Sir Humphrey Edwin's in Chancery, to a Bill of Mr. Matthew Johnson's: And the true State of the Controversy between them is as followeth.

John Hall Esq; about March 1687, being indebted several thousand Pounds to Sir Humphrey Edwin, offered him divers Securities for the same, and amongst the rest a Lease in York-shire which he had contracted for with the Trustees of the Queen Dowager, in the Name of Matthew Johnson Esq; paying two hundred and sixty Pounds Fine, Sir Humphrey accepting thereof, and going with the said Mr. Hall to Mr. Johnson's Chambers in the Temple; The said Johnson acquainted them he had made some Proceedings therein already for Mr. Hall, and had used his own Name in trust for him therein. And he said that he had disbursed about twelve Pounds, which would be lost if the Contract was to be new entered in Sir Humphrey's Name, he therefore proposed to proceed to perfect the Lease in his own Name, saying that when he had finished it, he would Assign it over to Sir Humphrey, as Mr. Hall then directed. Thereupon Sir Humphrey employed him as a Trustee, and gave him a Note for the 260 l. Fine that was to be paid to the Queen Dowager's Treasurer. And also gave him the said Mr. Johnson Five Guineas for a Fee, desiring him to hasten the Dispatch of the Writings.

The Lease being finished, Mr. Johnson assigned part of the Tenements contained in the Lease to one Mr. Knowlesly and Mr. Shepherd that were Tenants thereof, and who were to pay for the same above 300 l. and he promised Sir Humphrey that as soon as Mr. Knowlesly returned the Money out of York-shire, it should be paid to him. And Mr. Johnson then drew an Assignment of all the Remainder of the Lease from himself and Mr. Hall, to Sir Humphrey, which Mr. Hall Sealed and Executed at a Tavern with other Writings, Mr. Hall giving Sir Humphrey a Receipt for 300 l. on the back of the Deed, as the Consideration thereof. And Mr. Johnson being only a Trustee, the Consideration mentioned in the Deed to him was only five Shillings, and the Deeds of Assignment were drawn by Mr. Johnson himself.

But he failing to come and Seal at the Tavern where Mr. Hall Sealed, Sir Humphrey called in a Day or two at his Chambers for the said Assignment, and some other Writings: And then, and never before, Mr. Johnson acknowledged a Debt due to him from Mr. Hall of 250 l. which he pretended was to be paid out of the said Lease, so he refused then to Seal. But upon Sir Humphrey's Application to Mr. Hall, Mr. Hall satisfied Mr. Johnson, promising to clear all Accounts with him. And then Mr. Johnson promised, and soon after Sealed the said Assignment. And Sir Humphrey a Day or two after his Sealing gave him twelve Guineas, besides the aforesaid five Guineas, for his Fees, Care, Pains, and Dispatch in the said Business. At which time, they being both going into the Countrey and taking leave one of another, Mr. Johnson called his Clerk Francis Sambrook to them, and bid him look out and deliver Sir Humphrey Edwin his Writings whenever he called or sent for them.

But when Sir Humphrey called for the said Deeds, though Mr. Sambrook delivered them to him, and with him examined them, and saw Sir Humphrey give them to his Servant and send him to Sir Francis Windham's for one of the principal Deeds that was found to be wanting: And Mr. Sambrook had also received two Guineas for his Pains, and 5 l. odd Monies for ingrossing the Writings, yet when Sir Humphrey's Servant was ready to go away with the said Deeds, the said Mr. Sambrook then pretended that he had Directions from his Master to demand 250 l. of Sir Humphrey for Mr. Hall's Debt, and to detain the Writings unless Sir Humphrey gave a Note for that Money. But he could not believe Mr. Johnson gave any such private Orders, quite contrary to his Trust, and Promise, and Orders openly given to Sambrook; so Sir Humphrey's Servant would not deliver back the Writings when his Master had paid for, and given him, but carried them home.

When Mr. Johnson returned out of the Countrey, Sir Humphrey demanded of him the aforesaid three hundred Pounds, which he had promised should be returned out of York-shire. And Mr. Johnson set up a Pretence that Sir Humphrey ought to have paid him Mr. Hall's Debt of 250 l. before he had his Writings: And thereupon cross Bills in Chancery were preferred by Sir Humphrey and Mr. Johnson. And upon a Pretence that Sir Humphrey had not answered Mr. Johnson's Bill, the Malice of some Counsellors picked out several Passages, which they hoped to fill up by some Witnesses; and thereupon took the Confidence to devise this Indictment of Perjury, which Mr. Johnson hath often protested to have been done without his Desire or Privy.

The pretended Falshoods in Sir Humphrey's Answer, alleged in the Indictment, were as followeth, viz.

1. That the said Sir Humphrey Edwin deposed in his Answer, That Francis Sambrook, Mr. Johnson's Clerk, delivered the said Deeds or Assignments to the said Edwin.

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2. That

2. That the said Sir Humphrey denied that he ever agreed or promised to pay the said Matthew Johnson, the said 250 l. in question, or any part thereof.

3. That Sir Humphrey denies that the said Assignment was Sealed and Delivered by the said Matthew Johnson as an Escroll, and upon Condition to be void, if the said 250 l. were not paid to the said Matthew Johnson in a Week, or a short time after.

4. That the said Sir Humphrey denies, That the said Deeds were to remain in the Hands of the said Francis Sambrook, in trust for the said Matthew Johnson, until Payment thereof.

5. That the said Sir Humphrey denied, That he had any Intention to defraud the said Matthew Johnson, of the said 250 l. or to get the said Writings from the said Sambrook by any Fraud, in the absence of the said Matthew Johnson, or used any such Force in the obtaining, detaining or carrying away of the same, as by the said Bill is charged.

This Matter coming to trial, there appeared for Counsel against Sir Humphrey, Sir John Tremaine, Sir Thomas Powis, Sir Bartholomew Shower, Mr. Holt, and Mr. Harcourt, one of the City-Pleaders. But no Person appeared publicly to own the Prosecution, they being afraid or ashamed thereof, Mr. Johnson having often positively denied any Concern therein, but was by Subpena produced as a Witness: Only it appeared openly the whole Day, and during the Trial, that the said Sir Basil Firebrass was very busy with the Counsel and Solicitors against Sir Humphrey, and to a bet and countenance the said Prosecution, and to send for a Witness that was at first absent.

The Witnesses produced to prove the pretended Perjuries, were Mr. Matthew Johnson and his two Clerks, Francis and Jeremy Sambrook.

1. All the said Witnesses denied that they knew of any Promise made by Sir Humphrey to pay to the said Matthew Johnson, the said two hundred and fifty Pounds, or any Part thereof.

2. They all denied, that they heard or knew that the Deed of Assignment alledged, to have been sealed as an Escroll, was delivered by the said Matthew Johnson as an Escroll, and on Condition to be void, if two hundred and fifty Pounds was not paid to him.

3. The said Witnesses confessed, that they could not depose that the Deeds were to remain in the Hands of Francis Sambrook for the use of Matthew Johnson, until two hundred and fifty Pounds was paid him by Sir Humphrey Edwin.

The Falshood and Malice of the Indictment in these chief Points, were so manifest, that when the Counsel against Sir Humphrey came to open their Evidence, they confessed to the Court, that they had no Proof of three of their pretended Points of Perjury assigned in the Indictment; yet they insisted upon Francis Sambrook's Testimony, as they urged, that he did not deliver the Writings; and secondly, That Sir Humphrey did take and carry away by force from his Master's Chamber: But the expressions of the said Francis Sambrook were as followeth.

That after Matthew Johnson was gone into the Country, Sir Humphrey and his Clerk, Mr. Tolson, came to him at his Master's Chambers in the Temple, and Sir Humphrey going into an inner-Chamber, there wrote a Letter, and just as he was coming out of the Chamber with the Letter, he called his Man, and bid him take the Bag with his Writings, which Sir Humphrey knew lay in an Inner-Study; and he supposing that Sir Humphrey had wrote a Note for two hundred and fifty Pounds, he did not hinder Mr. Tolson from taking the Writings. But when he found it was a Letter to a Brother of his in Hereford, whither he the said Sambrook was going, and not a Note for two hundred and fifty Pounds, he desired to have the Writings again, for that his Master ordered him not to part with them without two hundred and fifty Pounds, or a Note for it: But Sir Humphrey would not deliver them, saying, He would save him harmless, and his Man went away with the said Writings.

But it will hereafter appear, that Francis Sambrook concealed several Particulars, and gave not the full Testimony of the truth of this Matter as he ought to have done.

The Evidence being given by Mr. Johnson and his two Clerks, against Sir Humphrey Edwin: Sir Humphrey's Counsel were Sir Christopher Levin, Sir Francis Waddington, Mr. Darnley, Mr. Bennet and Mr. Hungerford. It was opened by Sir Christopher, That it was a malicious Indictment, without the least Colour or Shadow for Perjury: That it was rather a Cause of Hear, Sir Humphrey having at that time a Petition depending in the House of Commons against Sir Basil Firebrass, which being appointed to be heard by the Committee of Elections the 23 day of November last, it was several days before the said Hearing, industriously spread up and down the House of Commons and elsewhere, That an Indictment of Perjury was found against Sir Humphrey, although the Indictment was not found and brought into Court until the 28th day of November, which was 5 days after the Hearing by the said Committee, thereby to prejudice his Election. That Sir Humphrey Edwin agreed with Mr. Hall for this Lease, and paid the Queen Dowager two hundred and sixty Pounds for it. That Mr. Johnson was only Sir Humphrey's Trustee in his own desire, pretending thereby to save Time and Sir Humphrey twelve Pounds; that Sir Humphrey paid Mr. Johnson seventeen Guineas for his Pains, and Mr. Johnson ordered his Clerk to deliver the Writings to Sir Humphrey, or whom he sent for them; that he never promised to pay Mr. Johnson two hundred and fifty Pounds, or any part of it; that they should prove it was declared by some honourable Members of Parliament, that if Sir Humphrey would not withdraw his Petition against Sir Basil Firebrass there would be an Indictment of Perjury brought in against Sir Humphrey: That several days before the Bill was found, a certain Alderman of London, living in Fleet-street, offered a publick News-Writer Money to put it into his News-Letter, That an Indictment of Perjury was found against Sir Humphrey Edwin.

The Witnesses that were examined on the behalf of Sir Humphrey Edwin, were only John Hall Esq; and Mr. John Tolson.

John Hall Esq; gave in evidence, that he had so good an Opinion of Sir Humphrey Edwin, that he resolved to put all he had into his Hands for his Security, and among other things, the York-shire Lease in question: That it was about the Year 1687, when he did first acquaint Sir Humphrey that he had agreed with the Trustees of the Queen Dowager for the York-shire Lease, paying two hundred and sixty Pounds fine; and that if he pleased, he should have it as a Security, paying the two hundred and sixty Pounds fine. Sir Humphrey accepted it, and went with him to Mr. Johnson's Chamber, and he acquainted him of their Agreement: Mr. Johnson answered, he had already made some Proceedings therein to take the said Lease in his own Name, upon which he had expended about twelve Pounds; that if he should now begin again, and take it out in Sir Humphrey's Name, all that Money would be lost: and therefore proposed, to save time, that he might take the said Lease in his own Name, which would save Sir Humphrey twelve Pounds; and that he would afterwards assign it to Sir Humphrey. All which Sir Humphrey did consent to, and gave Mr. Johnson a Note to pay the two hundred and sixty Pounds fine to Queen Dowager.

My Lord Chief Justice asked Mr. Hall, if Sir Humphrey was to have the Benefit of the said Lease, and if it was only taken in Mr. Johnson's Name, to save 12 l.? Mr. Hall replied, Yes it was. And Mr. Hall being further asked, who was to pay Mr. Johnson his 250 l. and whether Sir Humphrey was not to pay him? Mr. Hall replied, that he himself was to pay him the 250 l. and not Sir Humphrey Edwin; for it was his own Debt, and he promised to pay Mr. Johnson in a short time.

And Sir Humphrey going afterwards to Mr. Johnson, he told him he would not seal the York-shire Lease until Mr. Hall had paid him two hundred and fifty Pounds. Sir Humphrey told him, he would not have any thing to do with Mr.

Mr. Hall's Debt; and bid him give him his Money back again, which he had paid the Queen Dowager for the Fine. So Mr. Johnson gave him a Note for the two hundred and sixty Pounds. But he going with Sir Humphrey the next day to Mr. Johnson's, and being concerned that he should obstruct the sealing of the Lease to Sir Humphrey, and he promising to pay Mr. Johnson what he owed him in a short time, Mr. Johnson said to Sir Humphrey, Give me my Note of two hundred and sixty Pounds, and I will seal. Whereupon, Sir Humphrey gave Mr. Johnson his Note of 260 l. and they were all pleased, and parted satisfied.—Mr. Hall was again asked, if this Lease was not a Security to Mr. Johnson, and how he did intend to satisfy him? Mr. Hall answered, Mr. Johnson did shew him a Writing under his Hand, which he had forgot, wherein he was to have this Lease, and the Equity of Redemption of the Mannor of Westminster, for security of what he owed him.—But he desired Mr. Johnson, that he would not hinder the executing of the said Deeds to Sir Humphrey, and he would pay him very suddenly. That he had had long Dealings with Mr. Johnson, and did presume his Kindness. And Mr. Johnson promised to assign the Lease to Sir Humphrey.

The Lord Chief Justice was pleased to say for himself, That this is a strange Indictment; and had this Issue been brought to be tried there, it would have been doubtful who should have paid the 250 l.

Mr. Tolson being called by the Council to speak to the sealing of the Writings; and beginning to speak thereunto, the Lord Chief Justice bid him speak what he knew about taking away the Writings.—Mr. Tolson declared, That he went with Sir Humphrey Edwin for his Writings to Mr. Johnson's Chamber; That when they came to the bottom of the Stairs, Sir Humphrey sent him up to see if Mr. Francis Sambrook was in the Chamber; and he came and told Sir Humphrey, he was; so they went up together: Sir Humphrey asked Mr. Sambrook, if he had got his Writings ready; and after a little time, he went and fetched them, and delivered them to Sir Humphrey; and he looked them over, and examined them with Mr. Sambrook: and Sir Humphrey missing the Grand Deed from the Queen Dowager for the Lands in Yorkshire, Mr. Sambrook told him, it was with Sir Francis Winton. He was then sent for it; but Sir Francis not being in his Chamber, he came back and told them, he could not have it, Sir Francis not being within. And Mr. Tolson also declared, That Sir Humphrey wrote the Letter (which Mr. Sambrook had before mentioned) at Mr. Sambrook's Request, he before having acquainted Sir Humphrey, that he was going down to Hereford; the said Letter being writ, in behalf of Mr. Sambrook, to Sir Humphrey's Brother in Hereford, to entertain him kindly, for which Mr. Sambrook thanked Sir Humphrey. And that Mr. Sambrook afterwards gave Sir Humphrey a Bill for ingrossing several Writings; and Sir Humphrey paid him about five Pounds, or five Guineas, he knew not which. And going on, he was stopp'd; and,

The Lord Chief Justice said, Here are Circumstances alleged to shew the Truth of what is testified; The Writings examined,—one of the Deeds wanting, and Money paid for ingrossing the Deeds: Where is this Person that swore just now, and mentioned none of them? Francis Sambrook came again into Court, and confessed, as Mr. Tolson had deposed, that the Deeds were examined, and the Grand Deed was at Sir Francis Winton's Chamber, where he had left it by Mistake; and Sir Francis not being within, he afterwards got it. And he confessed that he did receive five Guineas of Sir Humphrey for ingrossing the Deeds.

The Lord Chief Justice appearing displeased that none

of these Circumstances were mentioned or owned before by Francis Sambrook, he put himself back out of the Court in a Heat.

The Lord Chief Justice seeming to be displeased at the Indictment, did not desire to hear more of the Matter, or any more Witnesses for Sir Humphrey Edwin, he having several times expressed his dislike of the Proceedings.—And the Earl of Birkly testifying much for the Reputation of Sir Humphrey; and then some of the Counsel against Sir Humphrey said, that they did not question Sir Humphrey's Reputation. But the Lord Chief Justice was pleased to answer, What! not question his Reputation, and yet indict him of Perjury?

My Lord therefore shortly summed up what was deposed on both Sides. And the Jury being together a very little time, acquitted Sir Humphrey Edwin of the said Indictment.

If the Court had not been so satisfied, that it was declared that there was no pretence for the Indictment, Sir Humphrey had Witnesses ready in Court to have proved the truth of the whole Case, as it is before stated, and of all the Matters before-mentioned, that were alleged by his Counsel in his Defence.

There were Witnesses to prove,

1. That Mr. Johnson desired that the Lease from the Queen Dowager might be taken in his Name, in Trust for Sir Humphrey, to save Charges.

2. That Sir Humphrey paid the Fine to the Queen Dowager for the Lease.

3. That Sir Humphrey gave Mr. Johnson five Guineas, and twelve Guineas for his Pains in the Business, and his Clerk two Guineas.

4. That the Consideration of Mr. Johnson's assigning, was expressed to be no more than five Shillings, by his own Hand.

5. That Mr. Johnson, after he had tried to have drawn Sir Humphrey to have paid Mr. Hall's Debt to him of 250 l. out of the said Lease, did then promise to perfect the Deed, and was content with Mr. Hall's Promise to pay him the Money due from him.

And it was proved by the Witnesses sworn, that Mr. Johnson sealed, and freely delivered the Deeds to the Use of Sir Humphrey. This and much more would have been testified, which would have been great Aggravations of the Malice of those that formed the Indictment against Sir Humphrey.

6. His Witnesses were also ready to have proved that some of the Conspirators against his Reputation, did industriously publish, That an Indictment of Perjury was found against him; whilst it was only designed, and not found: And that Money was offered to a News-writer, to have it inserted in his News-Paper, to pass into all the Kingdom. And,

7. That two Members of Parliament came to a Gentlewoman in the Pell-Mell, and desired her to go to Sir Humphrey Edwin, and advise him to withdraw his Petition in Parliament against Sir Basil Firebrass his sitting there, for that if he did not, there would be an Indictment preferred against him for Perjury. And they doubted not of a Jury that would find it, saying, that he might avoid it, if he pleased to withdraw his Petition for his Election, or Words to that effect.

But the Court seemed to think it a loss of Time to hear more Witnesses for Sir Humphrey, since there was no cause nor colour for the Indictment. Therefore he would not tire out the Court with needless Evidences, but reserve some of the Witnesses until he shall find out the vile Conspiracy against him; that he may recover his Damages.

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